

EXHIBIT “D”

PROMISSORY NOTE

This Promissory Note is made and entered into this 14th day of December 2007 by and between Beech Hill Company, Inc., (hereinafter "BHC") and Thomas J. Ernst (hereinafter "Ernst" and with BHC collectively hereinafter "Borrowers") and George Fantini of Delaware and BMA investments, LLC of Woodbridge, Virginia (collectively hereinafter "Lenders").

The laws of the State of Virginia shall govern this agreement. This agreement shall be binding of the successors, heirs, assigns, executors, administrators of all parties.

All parties agree and promise as follows:

1. The Amount of this Short-Term Loan to Borrowers shall be Three Hundred Thousand (\$300,000) US Dollars.
2. The term or maturity date of this loan shall be Ninety Calendar Days (90) from the date first written above.
3. Borrower shall pay to the Lender(s) eight and one third percent (8 and 1/3rd %) the sum of Twenty-Five Thousand (\$25,000) as a lender fee and/or other consideration for making this loan.
4. Borrower shall also pay to the Lender(s) the sum of an additional Eight and one-third (8 and 1/3rd %) or Twenty-Five Thousand (\$25,000) US Dollars as pre-paid interest on said loan.
5. There shall be NO pre-payment penalty if Borrower repays fully said loan PRIOR to its ninety calendar (90) day term. Some of the proceeds amount to Fifty Thousand (\$50,000) shall be promptly paid to "BHC, INC." by wire transfer, less title, preparation, and recording fees, per attached voided check.
6. The remaining Two Hundred Thousand (\$200,000) shall be wire transferred, only after Lender receive specific written permission/instructions from borrower, to COPS Worldwide, INC., Daniel Overmeyer, President and Ed Overmeyer, Vice President for BHC's exclusive credit there at cops.

Initials: te

12/21/07

PROMISSORY NOTE

7. The interest rate on this loan shall be eight and one-third (8 and 1/3rd %) percent per 90 calendar days computed at regular or simple interest rate.
8. Borrower agrees that collateral shall be Second Deeds of Trusts on 4135 South Harrison, Ft. Wayne, IN and 700 Ocean Avenue, Unit 312, Spring Lake, NJ and 66 Garden Ave., Chatham, NJ with legal title and trust documents to govern.
9. Upon full repayment by BHC and Ernst, lenders shall immediately (a) remove any liens and/or trusts or other encumbrances from said real properties listed above, and (b) shall also issue and execute Deeds of Release and/or waivers regarding said properties listed above. All parties further agreed that true Fax copies and true Xerox copies shall substitute and have the same legal effect as the original as if said true copies were first written herein.

IN WITNESS WHEREOF, all parties do now agree and promise to abide by the terms and provisions above, who now intending to be legally bound, do now duly execute this agreement as evidence of their legal obligations:

Beech Hill Company, Inc

by: Thomas J. Ernst, J.D. as President

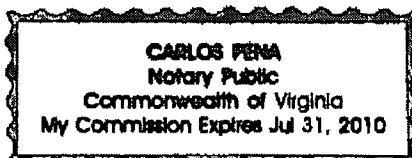
Title: President

Thomas J. Ernst as Individual
Thomas J. Ernst, Individual

NOTARY PUBLIC:

✓ 
Notary

12/20/2007
Date



7052971